

1 BILL NO. S-87-06-42

2 SPECIAL ORDINANCE NO. S- 178-87

3 AN ORDINANCE approving the Contract  
4 for Res. 6095-87 - Turn Lanes on  
5 N. Clinton Street, between the  
6 City of Fort Wayne, Indiana and  
John Denher, Inc., in connection  
with the Board of Public Works  
and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the annexed Contract for Res. 6095-87 -  
10 Turn Lanes on N. Clinton Street, between the City of Fort Wayne,  
11 by and through its Board of Public Works and Safety and John  
12 Dehner, is hereby ratified, and affirmed and approved in all  
13 respects. The work under said Contract requires:

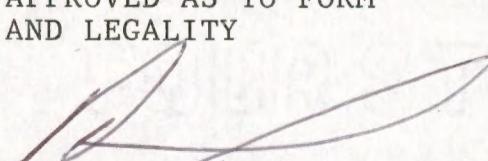
14 extending turn lanes on North Clinton  
15 at the intersections of Parnell  
Avenue, Washington Center Road  
and St. Joe Center Road and also  
constructing a new turn lane at  
16 Medical Park Drive;

17  
18 the Contract price is Fifty-Eight Thousand Three Hundred Fifty-Two  
19 and 95/100 Dollars (\$58,352.95).

20 SECTION 2. Prior Approval was received from Common  
21 Council with respect to this Contract, on June 16, 1987. Two  
22 (2) copies of the Contract, attached hereto, are on file with  
23 the City Clerk, and are made available for public inspection,  
24 according to law.

25 SECTION 3. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28  
29 APPROVED AS TO FORM  
30 AND LEGALITY  
31

32   
Bruce O. Boxberger, City Attorney

  
Samuel J. Talarico  
Councilmember

Read the first time in full and on motion by Talarico  
seconded by Redd, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the Ci  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., E

DATE: 6-23-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 7-14-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-172-87  
on the 14th day of July, 1987.

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 15th day of July, 1987,  
at the hour of 11:30 o'clock 9:00 A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of July,  
1987, at the hour of 9:00 o'clock 9:00 A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



1987 JUN -9 AM 9:12

MEMORANDUM

TO: Board of Works & Safety  
FROM: Mel Salyer, Assistant Chief Street Engineer  
SUBJECT: Resolution No. 6095-87 Turn Lanes on N. Clinton Street  
W.O.#10,665 Funded: LR&S  
DATE: June 9, 1987

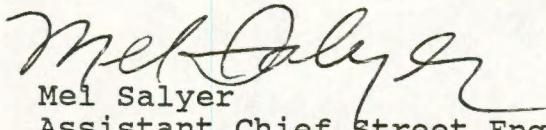
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Attached please find the Bid Analysis Sheet on the subject project. As you can see, John Dehner, Inc. submitted the lowest bid in the amount of \$58,352.95 which is 17.68% UNDER the engineer's estimate.

Therefore, Street Engineering Dept. recommends contract should be awarded to John Dehner, Inc. We are attaching the successful bid packet by John Dehner.

Also attached are the other unsuccessful bid packets for your files. Please return a copy of the successful bid back to Street Engineering Dept. after awarding the contract for our files.

We would like to have prior approval from the Council so the contractor can start work on schedule. The construction must be completed before school commences in September especially Bishop Dwenger High School and Northwood Junior High School.

  
Mel Salyer  
Assistant Chief Street Engineer

cc: Carl O'Neal  
Jess Yoder  
Compliance Office

Attachments

zk/



NOTICE OF AWARD

TO: John Dehner, Inc.  
P. O. Box 11346  
Ft. Wayne, IN 46857

PROJECT DESCRIPTION Improvement Resolution 6095-87, Turn Lanes  
on N. Clinton (LR&S)

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated

You are hereby notified that your BID has been accepted for items in the amount of \$ 58,352.95.

You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 10th day of June, 1987.

Baron R. Biedenweg  
Contract Compliance

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Title J

cc: Bob Ebert  
Jess Yoder  
St. Eng.

OWNER  
City of Fort Wayne

By Baron R. Biedenweg  
Baron R. Biedenweg, Director  
Title Board of Public Works

Cosette R. Simon, Member

Lawrence D. Consalvos  
Lawrence D. Consalvos, Member

City of Fort Wayne, Mayor

PROPOSAL

CITY OF FORT WAYNE, INDIANA  
BOARD OF PUBLIC WORKS AND SAFETY

The contractor agrees to furnish at his/her/its own cost, all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6095-87 - TURN LANES ON NORTH CLINTON STREET

All work will be performed in accordance with:  
The bidding documents and the applicable plans, specifications, and drawings. The contractor agrees to perform the work for those unit prices as set forth in the bid attached hereto.

LIQUIDATED DAMAGES PROVISION. (THIS CLAUSE SHALL BE APPLICABLE TO THIS CONTRACT ONLY IF THE BOX CONTAINS A CHECKMARK OR AN "X.")  
It is hereby agreed by and between the City of Fort Wayne and Contractor, that time is of the essence of this agreement, and, the contractor agrees that it will complete the project as herein defined on or before 8/31/87 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne; and, therefore, provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 8/31/87 days after issuance of the Notice to Proceed, that the project remains incomplete. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages, which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include, but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America, or, of the State of Indiana, or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

B I D

CONTRACTOR: JOHN DEHNER, INC.

PROJ: TURN LANES ON NORTH CLINTON ST.

RES. NO: 6095-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
1.	Common Excavation	530	C.Y.	6.50	3,445.00
2.	Concrete Removal	86	S.Y.	4.80	412.80
3.	Curb Removal	148	L.F.	2.00	296.00
4.	Plain Concrete Pavement 9"	1510	S.Y.	25.50	38,505.00
5.	Anchor Bolts	332	EA.	6.95	2,307.40
6.	Linear Grading	335	MI	8,200.00	2,747.00
7.	Type "C" Guardrail	365	L.F.	29.15	10,639.75

TOTAL: \$ 58,352.95 ✓

SHEET 1 OF 1

Note: Contractor will be paid on measured quantities only at unit price bid

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this 3rd day of June, 1987.

JOHN DEHNER, INC.

NAME OF CORPORATION

BY: Gerald Dehner  
PRESIDENT

Gerald Dehner

ADDRESS: P. O. Box 11346, 1206 Clark Street

Fort Wayne, Indiana 46857

TELEPHONE: 219 - 422-7577

ATTEST:

Edward L. Dehner  
SECRETARY - Edward L. Dehner

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed herewith, find Cashier's or Certified Check for \$ \_\_\_\_\_  
being 5 % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which, are to remain the absolute property of said  
City, if \_\_\_\_\_

BIDDER

shall not within 10 days after Notice of Acceptance of the within  
bid, enter into a written Contract, and secure said contract by a  
Performance Bond, for the full amount of the Contract to the approval  
of the proper officials of said City.

---

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to five (5%)  
per cent of maximum bid herein, subject to the approval of the Board of  
Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award JOHN DEHNER, INC  
the Contract for said work, and, if JOHN DEHNER, INC.

---

BIDDER

shall enter into a Contract and furnish a 100% Performance Bond,  
as required, within ten (10) days from the date, he/she/it is  
notified of the acceptance of his/her/its bid, then the obligation  
of said bond shall be null and void; otherwise, to remain in full  
force and effect.

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID  
BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That, we, JOHN DEHNER, INC. as principal, and  
UNITED STATES FIDELITY AND GUARANTY COMPANY

and \_\_\_\_\_  
as sureties, are held and firmly bound unto the City of Fort Wayne,  
Indiana, in the sum of FIVE PERCENT OF THE TOTAL PROJECT BID

DOLLARS (\$ 5% of Total Bid ), to be paid to the  
said City of Fort Wayne, Indiana, or its successors or assigns, for the  
payment of which, well and truly made, we hereby bind ourselves, our  
heirs, successors, executors and administrators, jointly and severally,  
firmly by these presents.

SIGNED AND SEALED at Fort Wayne, Indiana, this 3rd  
day of June, 19 87.

The condition of this obligation is such that if the accompanying bid  
or proposal of JOHN DEHNER, INC.

made this day to the City of Fort Wayne, State of Indiana, is accepted,  
and, the Contract awarded to the above bidder, and, the bidder shall,  
within ten (10) days after such award is made, enter into a Contract  
with the City of Fort Wayne, State of Indiana, for the work bid upon,  
and, give bond as required; then this obligation shall be null and  
void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 3 3rd day of June, 19 87.

JOHN DEHNER, INC.

UNITED STATES FIDELITY & GUARANTY CO.

PRINCIPAL

Gerald Dehner - President

SURETY

Attorney-in-fact

\*If signed by an agent, appropriate Power of Attorney shall be  
attached.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

**Know all Men by these Presents:**

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of **Fort Wayne** . State of **Indiana**  
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~is done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

**In Witness Whereof**, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November , A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By **W. Bradley Wallace**

*Vice-President.*

(SEAL)

(Signed)

... **John A. Umberger**

*Assistant Secretary.*

STATE OF MARYLAND.

BALTIMORE CITY,

} ss:

On this 27th day of November , A. D. 1985 , before me personally came W. Bradley Wallace , Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL)

(Signed)

..... **Margaret M. Hurst**

*Notary Public.*

STATE OF MARYLAND

BALTIMORE CITY,

} Sct.

I, **Saundra E. Banks**

, Clerk of the Circuit Court for Baltimore City, which Court is a

Court of Record, and has a seal, do hereby certify that Margaret M. Hurst , Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

**In Testimony Whereof**, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November , A. D. 1985

(SEAL)

(Signed)

..... **Saundra E. Banks**

*Clerk of the Circuit Court for Baltimore City.*

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officer ~~xx~~ and

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

Gerald Dehner

Subscribed and sworn to before me by Gerald Dehner, President of Jdhn Dehner, Inc.

this 3rd day of June, 1987.

My Commission Expires:

September 8, 1987

Richard E. Ensley  
Richard E. Ensley  
NOTARY PUBLIC  
Resident of Allen County, IN

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_.

My Commission Expires:

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

My Commission Expires:

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

**CERTIFICATE IN LIEU OF FINANCIAL STATEMENT**

**HEREBY CERTIFY:**

1. That the Financial Statement of said Company, dated the 31st day of December, 1986, now on file in the office of the Board of Public Works & Safety of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

**DATED** June 3, 1987

Gerald Dehner  
**Signature** Gerald Dehner  
President

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 3rd day of June, 1987.

Richard E. Ensley  
Richard E. Ensley  
NOTARY PUBLIC  
Resident of Allen County, IN

**My Commission Expires:**

September 8, 1987

## MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership   %.

For WBE specify percentage of women ownership   %.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have   % participation (employees)   % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm   %. (Cross out inapplicable provision.)

C. The undersigned commits   7  % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. Metropolitan, Inc.	Ft. Wayne, In.	Guard Rail
2.		
3.		

D. The undersigned commits   2  % of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. Statewide Trucking, Inc.	Ft. Wayne	Hauling Material
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets as necessary.)

Contractor JOHN DEHNER, INC.

By Gerald Dehner

Gerald Dehner

Its President

Contractor \_\_\_\_\_

By \_\_\_\_\_

Its

## "MINORITY/FEMALE HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

---

---

---

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

---

---

---

(Attach additional sheets, if necessary.)

CONTRACTOR: JOHN DEHNER, INC.

By:

Gerald Dehner

Its:

Gerald Dehner - President

It is the policy of JOHN DEHNER, INC. that  
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy JOHN DEHNER, INC. will not  
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The JOHN DEHNER, INC. will take affirmative action  
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

JOHN DEHNER, INC.

(Name of Company)

Gerald Dehner

(Signature of Company Official)  
Gerald Dehner - President

June 3, 1987

(Date)

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

<u>NAME</u>	<u>TELEPHONE NUMBER</u>
Three Rivers Barricade	436-1611
William Winling	485-2617
Greg Dehner	749-2283

JOHN DEHNER, INC.  
Contractor

Resolution No. 6095-87

# UNITED STATES FIDELITY AND GUARANTY COMPANY



## PERFORMANCE BOND

Approved by The American Institute of Architects  
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

### KNOW ALL MEN BY THESE PRESENTS:

That JOHN DEHNER, INC.

..... as Principal, hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto .....  
the City of Fort Wayne, Board of Public Works & Safety

as Obligee, hereinafter called Owner, in the amount of .....

Fifty Eight Thousand, Three Hundred Fifty Two and 95/100 Dollars (\$58,352.95), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS.**, Contractor has by written agreement dated June 15, 1987 entered into a contract with Owner for  
Res. 6095-1987 ; Turn Lanes on North Clinton

in accordance with drawings and specifications prepared by .....  
(Here insert full name, title and address)  
....., which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 15th day of June, 1987

In the presence of

R. E. Lusley  
(Witness)

YASTE, ZENT & RYE AGENCY, INC.

Cain J. Lusley  
(Witness)

JOHN DEHNER, INC.

By George Dehner (Seal)  
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By John Dehner (Seal)  
Attorney-in-Fact

# UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

## LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER.....

That..... JOHN DEHNER, INC.

hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto.....  
.....the City of Fort Wayne, Board of Public Works & Safety.....  
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of.....  
Fifty Eight Thousand, Three Hundred Fifty Two and 95/100-- Dollars (\$ 58,352.95.....),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated June 15,  
Res. 6095; Turn Lanes on North Clinton

19 87, entered into a contract with Owner for

in accordance with drawings and specifications prepared by.....

(Here insert full name, title and address)

..... which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

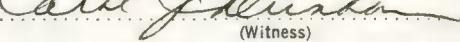
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

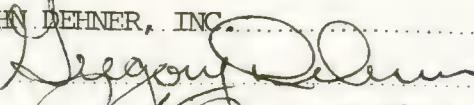
Signed and sealed this..... 15th..... day of..... June....., 19 87

  
(Witness)

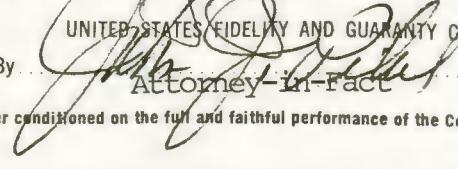
VASTE, ZENT & RYE AGENCY, INC.

  
(Witness)

JOHN DEHNER, INC.

By.....   
(Seal)  
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By.....   
Attorney-in-Fact  
(Seal)

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. .... 97796 .....

**Know all Men by these Presents:**

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of **Fort Wayne** . State of **Indiana**  
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~is done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In **Witness Whereof**, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November , A. D. 19 85

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **By... W. Bradley Wallace** .....

*Vice-President.*

(SEAL)

(Signed) **...John A. Unberger** .....

*Assistant Secretary.*

STATE OF MARYLAND.

BALTIMORE CITY.

} ss:

On this 27th day of November , A. D. 19 85 , before me personally came W. Bradley Wallace , Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Unberger , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Unberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 86 ..

(SEAL)

(Signed) **Margaret M. Hurst** .....

*Notary Public.*

STATE OF MARYLAND

BALTIMORE CITY.

} Set.

I, **Saundra E. Banks**

Court of Record, and has a seal, do hereby certify that Margaret M. Hurst , Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In **Testimony Whereof**, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November , A. D. 19 85

(SEAL)

(Signed) **Saundra E. Banks** .....

*Clerk of the Circuit Court for Baltimore City.*

IMPROVEMENT RESOLUTIONNO. 6095-87

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

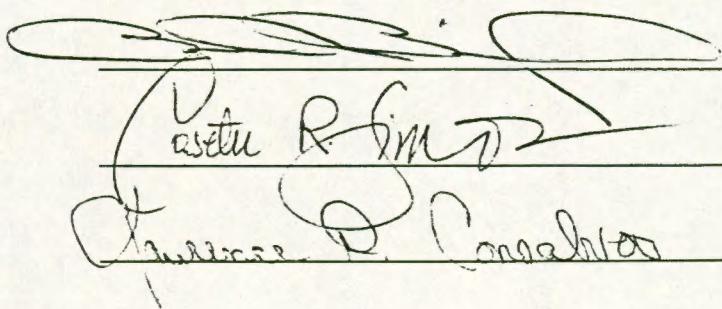
That it is deemed necessary to extend turn lanes on North Clinton Street at the intersections of Parnell Avenue, Washington Center Road, and St. Joe Center Road and also construct a new turn lane at Medical Park Drive.

All in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 13<sup>th</sup> day of May, 1967.

BOARD OF PUBLIC WORKS & SAFETY



Handwritten signatures of Board members, including Asstn. Refm. D and Chas. D. Conahan.

ATTEST: Walter J. Gochensou  
Secretary and Clerk

BIBL

041137

! BIDDER:

100

PROJ. TURN LANES ON NORTH CLINTON ST.  
RES. NO: 6095-87

RES. NO: 6095-87

ST. CO.; BROOKS CONST. CO.

1600  
Admn. Appr.

TITLE OF ORDINANCE Contract for Res. 6095-87 - Turn Lanes on N. Clinton Street  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety  
SYNOPSIS OR ORDINANCE The Contract for Res. 6095-87 is necessary to extend turn lanes on North Clinton at the intersections of Parnell Avenue, Washington Center Road and St. Joe Center Road and also construct a new turn lane at Medical Park Drive. PRIOR APPROVAL REQUESTED ON JUNE 16, 1987. John Dehner, Inc. is the contractor.

J-89-06-42

EFFECT OF PASSAGE Improved safety conditions at above location.

EFFECT OF NON-PASSAGE

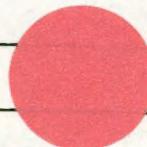
MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$58,352.95

ASSIGNED TO COMMITTEE

BILL NO. S-87-06-42

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract  
for Res. 6095-87 - Turn Lanes on N. Clinton Street, between the  
City of Fort Wayne, Indiana and John Dehner, Inc., in connection  
with the Board of Public Works and Safety



HAVE HAD SAID (ORDINANCE), (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO  
CHAIRMAN

Janet G. Bradbury

JANET G. BRADBURY  
VICE CHAIRPERSON

Paul M. Burns

PAUL M. BURNS

James S. Stier

JAMES S. STIER

Charles B. Redd

CHARLES B. REDD

CONCURRED IN 7-14-87

SANDRA E. KENNEDY  
CITY CLERK